

**Exhibit C-4**

**UK International Data Transfer Agreement**

This IDTA has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

**Table 1: Parties and signatures**

<b>Start date</b>		
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Full legal name: Customer name, as listed in Order form Trading name (if different): As listed in Order form Main address (if a company registered address): Customer name, as listed in Order form	Full legal name: Spatial Networks, Inc. Trading name (if different): <span style="background-color: grey; color: grey;">[REDACTED]</span> Main address (if a company registered address): 548 Market Street, PMB 14914, San Francisco, CA 94104-5401, USA
<b>Key Contact</b>	Full Name (optional): As listed in Order form Job Title: As listed in Order form Contact details including email: As listed in Order form	Full Name (optional): Greg Hunt Job Title: VP, Operations Contact details including email: Greg.hunt@fulcrumapp.com
<b>Importer Data Subject Contact</b>		Job Title: VP, Operations Contact details including email: Greg.hunt@fulcrumapp.com
<b>Signatures confirming each Party agrees to be bound by this IDTA</b>	The parties agree that execution of the Agreement shall constitute execution of this IDTA, as applicable	The parties agree that execution of the Agreement shall constitute execution of this IDTA, as applicable

**Table 2: Transfer Details**

<p><b>UK country's law that governs the IDTA:</b></p>	<p><input checked="" type="checkbox"/> England and Wales</p> <p><input type="checkbox"/> Northern Ireland</p> <p><input type="checkbox"/> Scotland</p>
<p><b>Primary place for legal claims to be made by the Parties</b></p>	<p><input checked="" type="checkbox"/> England and Wales</p> <p><input type="checkbox"/> Northern Ireland</p> <p><input type="checkbox"/> Scotland</p>
<p><b>The status of the Exporter</b></p>	<p>In relation to the Processing of the Transferred Data:</p> <p><input checked="" type="checkbox"/> Exporter is a Controller</p> <p><input type="checkbox"/> Exporter is a Processor or Sub-Processor</p>
<p><b>The status of the Importer</b></p>	<p>In relation to the Processing of the Transferred Data:</p> <p><input type="checkbox"/> Importer is a Controller</p> <p><input checked="" type="checkbox"/> Importer is the Exporter's Processor or Sub-Processor</p> <p><input type="checkbox"/> Importer is <b>not</b> the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)</p>
<p><b>Whether UK GDPR applies to the Importer</b></p>	<p><input checked="" type="checkbox"/> UK GDPR applies to the Importer's Processing of the Transferred Data</p> <p><input type="checkbox"/> UK GDPR does not apply to the Importer's Processing of the Transferred Data</p>
<p><b>Linked Agreement</b></p>	<p><b>If the Importer is the Exporter's Processor or Sub-Processor</b> – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:</p> <p>Name of agreement: The Agreement agreed to by Customer</p> <p>Date of agreement: As listed in the Order form</p> <p>Parties to the agreement: As listed in the Order form [REDACTED]</p> <p>Reference (if any): N/A</p> <p><b>Other agreements</b> – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: [REDACTED]</p>

	<p>Date of agreement: [ ]</p> <p>Parties to the agreement: [ ]</p> <p>Reference (if any): [ ]</p> <p><b>If the Exporter is a Processor or Sub-Processor</b> – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter’s instructions for Processing the Transferred Data:</p> <p>Name of agreement: [ ]</p> <p>Date of agreement: [ ]</p> <p>Parties to the agreement: [ ]</p> <p>Reference (if any): [ ]</p>
<b>Term</b>	<p>The Importer may Process the Transferred Data for the following time period:</p> <p><input checked="" type="checkbox"/> the period for which the Linked Agreement is in force</p> <p><input type="checkbox"/> time period:</p> <p><input type="checkbox"/> (only if the Importer is a Controller or not the Exporter’s Processor or Sub-Processor) no longer than is necessary for the Purpose.</p>
<b>Ending the IDTA before the end of the Term</b>	<p><input checked="" type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.</p> <p><input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: [ ] months’ written notice, as set out in the Mandatory Clauses of the Approved IDTA set forth in Part 4.</p>
<b>Ending the IDTA when the Approved IDTA changes</b>	<p>Which Parties may end the IDTA as set out in the Mandatory Clauses of the Approved IDTA set forth in Part 4:</p> <p><input checked="" type="checkbox"/> Importer</p> <p><input type="checkbox"/> Exporter (upon written notice)</p> <p><input type="checkbox"/> neither Party</p>
<b>Can the Importer make further transfers of the Transferred Data?</b>	<p><input checked="" type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with the Mandatory Clauses of the Approved IDTA set forth in Part 4 (Transferring on the Transferred Data).</p> <p><input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with the Mandatory Clauses of the Approved IDTA set forth in Part 4.</p>

<p><b>Specific restrictions when the Importer may transfer on the Transferred Data</b></p>	<p>The Importer MAY ONLY forward the Transferred Data in accordance with the Mandatory Clauses of the Approved IDTA set forth in Part 4:</p> <p><input checked="" type="checkbox"/> if the Exporter tells it in writing that it may do so.</p> <p><input type="checkbox"/> to: [REDACTED]</p> <p><input checked="" type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in: incorporated by reference in the DPA.</p> <p><input type="checkbox"/> there are no specific restrictions.</p>
<p><b>Review Dates</b></p>	<p><input checked="" type="checkbox"/> No review is needed as this is a one-off transfer and the Importer does not retain any Transferred Data</p> <p>First review date: [REDACTED]</p> <p>The Parties must review the Security Requirements at least once:</p> <p><input type="checkbox"/> each [REDACTED] month(s)</p> <p><input type="checkbox"/> each quarter</p> <p><input type="checkbox"/> each 6 months</p> <p><input type="checkbox"/> each year</p> <p><input type="checkbox"/> each [REDACTED] year(s)</p> <p><input type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment</p>

**Table 3: Transferred Data**

<p><b>Transferred Data</b></p>	<p>The personal data to be sent to the Importer under this IDTA consists of:</p> <p><input checked="" type="checkbox"/> The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p> <p><input type="checkbox"/> The categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.</p>
<p><b>Special Categories of Personal Information and criminal convictions and offences</b></p>	<p>The Transferred Data includes data relating to:</p> <p><input type="checkbox"/> racial or ethnic origin</p> <p><input type="checkbox"/> political opinions</p> <p><input type="checkbox"/> religious or philosophical beliefs</p>

	<ul style="list-style-type: none"> <li><input type="checkbox"/> trade union membership</li> <li><input type="checkbox"/> genetic data</li> <li><input type="checkbox"/> biometric data for the purpose of uniquely identifying a natural person</li> <li><input type="checkbox"/> physical or mental health</li> <li><input type="checkbox"/> sex life or sexual orientation</li> <li><input type="checkbox"/> criminal convictions and offences</li> <li><input checked="" type="checkbox"/> none of the above</li> <li><input type="checkbox"/> set out in: Exhibit C-1 and C-2 of the DPA.</li> </ul> <p>And:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.</li> </ul>
<p><b>Relevant Data Subjects</b></p>	<p>The Data Subjects of the Transferred Data are:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The categories of Data Subjects will not update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.</li> </ul>
<p><b>Purpose</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> The Importer may Process the Transferred Data for the following purposes:</li> <li><input checked="" type="checkbox"/> The Importer may Process the Transferred Data for the purposes set out in: Exhibit C-1 and C-2 of the DPA.</li> </ul> <p>In both cases, any other purposes which are compatible with the purposes set out above.</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> The purposes will update automatically if the information is updated in the Linked Agreement referred to.</li> <li><input type="checkbox"/> The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.</li> </ul>

**Table 4: Security Requirements**

<b>Security of Transmission</b>	As outlined in Exhibit C-3 of the DPA.
<b>Security of Storage</b>	As outlined in Exhibit C-3 of the DPA.
<b>Security of Processing</b>	As outlined in Exhibit C-3 of the DPA.
<b>Organisational security measures</b>	As outlined in Exhibit C-3 of the DPA.
<b>Technical security minimum requirements</b>	As outlined in Exhibit C-3 of the DPA.
<b>Updates to the Security Requirements</b>	<input checked="" type="checkbox"/> The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to. <input type="checkbox"/> The Security Requirements will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree to a change under the Mandatory Clauses of the Approved IDTA set forth in Part 4.

**Part 2: Extra Protection Clauses**

<b>Extra Protection Clauses:</b>	
<b>(i) Extra technical security protections</b>	
<b>(ii) Extra organisational protections</b>	
<b>(iii) Extra contractual protections</b>	

### Part 3: Commercial Clauses

<b>Commercial Clauses</b>	
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### Part 4: Alternative Mandatory Clauses

<b>Mandatory Clauses</b>	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
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